

RUBIN, QUINN & MOSS

ATTORNEYS AT LAW

1800 PENN MUTUAL TOWER

510 WALNUT STREET

PHILADELPHIA, PA. 19106

(215) 925-8300

ALEXANDER N. RUBIN, JR.  
JERROLD V. MOSS  
JAMES W. PATTERSON  
DENIS JAMES LAWLER  
ROBERT P. STYLE  
ROBERT SZWAJKOS  
ERIC M. HOCKY  
EDWARD L. CIEMNIECKI\*\*  
MATTHEW D'ANNUNZIO  
PETER C. CILIO

WILLIAM P. QUINN  
MALCOLM L. LAZIN\*  
STEPHEN H. GREEN  
RICHARD M. IMPERATORE  
NICHOLAS J. SCAFIDI  
DON P. FOSTER  
MARY ELLEN O'LAUGHLIN  
ROBERT LAPOWSKY\*\*  
DAVID F. JONES  
SHAUN R. EISENHAUER

\* ALSO ADMITTED TO D. C. BAR  
\*\* ALSO ADMITTED TO N. J. BAR

14371

Filed 1425

GOFF & RUBIN  
OSTROFF & LAWLER

RECORDATION NO.....  
JUL 13 1984 - 1 10 PM  
INTERSTATE COMMERCE COMMISSION

July 12, 1984

No. 4-195A944

Date JUL 13 1984

Fee \$ 10.00

ICC Washington, D. C.

JUL 13 1984  
I.C.C.  
FEE OPERATION BR

Mr. James H. Bayne,  
Secretary  
Interstate Commerce Commission  
12th and Constitution Avenues  
Washington, DC 20423

RE: Documents for Recordation

Dear Sir:

I have enclosed an original and one acknowledged copy of the General Security Agreement described below, which is to be recorded pursuant to §11303 of Title 49 of the U.S. Code.

The enclosed General Security Agreement is a primary document dated July 12, 1984.

The names and addresses of the parties to this General Security Agreement are as follows:

Secured Party: Home & City Savings Bank  
100 State Street  
Albany, New York 12201

Borrower: Delaware Otsego Corporation;  
Delaware Otsego Equipment Corporation;  
Cooperstown & Charlotte Valley  
Railway Corporation;  
Central New York Railroad Corporation;  
Lackawaxen & Stourbridge Railroad  
Corporation;  
Fonda, Johnstown & Gloversville  
Railroad Corporation;  
Fonfulco, Inc;  
The New York, Susquehanna and Western  
Railway Corporation; and  
Susquehanna Properties, Inc.

Concluded  
John G. Quinn  
July 13, 1984

Mr. James H. Bayne,  
Page 2  
July 12, 1984

All the above having their principal place of business  
at:

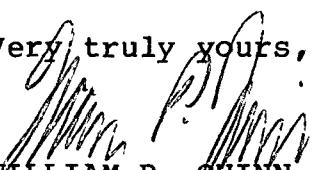
One Railroad Avenue  
Cooperstown, NY 13326

Included in the property covered by the aforesaid General Security Agreement are rolling stock, inventory, receivables, machinery, equipment, furnitures, fixtures, leasehold improvements or any other property for use related to interstate commerce owned by any of the above-listed debtors upon the date of execution of said General Security Agreement or thereafter acquired by one of such debtors or its successors.

A fee of \$10.00 is enclosed. Please return the original document to the undersigned.

A short summary of the document to appear in the index follows:

General Security Agreement dated July 12, 1984, between the Secured Party, Home & City Savings Bank, 100 State Street, Albany, New York 12201, and the Borrower, Delaware Otsego Corporation; Delaware Otsego Equipment Corporation; Cooperstown & Charlotte Valley Railway Corporation; Central New York Railroad Corporation; Lackawaxen & Stourbridge Railroad Corporation; Fonda, Johnstown & Gloversville Railroad Corporation; Fonfulco, Inc.; The New York, Susquehanna and Western Railway Corporation; and Susquehanna Properties, Inc., all the above having their principal place of business at One Railroad Avenue, Cooperstown, New York 13326. Such General Security Agreement covers all of the rolling stock, inventory, receivables, machinery, equipment, furnitures, fixtures, leasehold improvements and all other property now owned or hereafter acquired by the Borrowers.

Very truly yours,  
  
WILLIAM P. QUINN

WPQ/s  
Enclosure - \$10.00 Fee

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

7/13/84

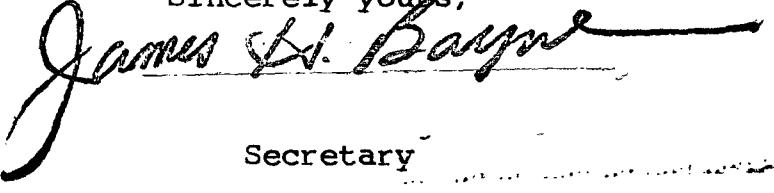
**OFFICE OF THE SECRETARY**

William P. Quinn  
Rubin, Quinn & Moss  
1800 Penn Mutual Tower  
510 Walnut Street  
Philadelphia, PA. 19106

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/13/84 at 1:10pm and assigned re-recordation number(s). 13726-A & 13726-B 14371

Sincerely yours,

  
Secretary

Enclosure(s)

6-4-84  
14371  
RECORDBATION NO. .... Filed 1425

GENERAL SECURITY AGREEMENT

(NEW YORK)

JUL 13 1984 -1 10 PM

INTERSTATE COMMERCE COMMISSION

In consideration of one or more loans, letters of credit or other financial accomodation made, issued or extended by Home & City Savings Bank (hereinafter called the "Bank") to or for the undersigned, the undersigned hereby agree(s) that the Bank shall have the rights, remedies and benefits hereinafter set forth.

The term "Liabilities" shall mean and include any and all indebtedness, obligations and liabilities of any kind of the undersigned to the Bank or to others to the extent of their participations granted or interest therein created or acquired by them or for them by the Bank, now or hereafter existing, arising directly between the undersigned and the Bank or acquired outright conditionally or as collateral security from another by the Bank, absolute or contingent, joint and/or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, including but without limiting the generality of the foregoing indebtedness, obligations or liabilities to the Bank of the undersigned as a member of any partnership, joint venture, syndicate, association or other group, and whether incurred by the undersigned as principal, surety, indorser, guarantor, accommodation party or otherwise.

The terms "Collateral" or "Security" shall mean and include the following with respect to which the undersigned is or will be the owner or has an interest in:

1. All inventory of every nature, kind and description wherever located now owned or hereafter acquired by the undersigned, including, but not limited to, raw materials, work, work in process, finished goods and materials and goods in transit consisting of all of the products of the undersigned and all goods returned or reclaimed from customer by the undersigned and any proceeds thereof of all the above.

2. All receivables now existing or hereafter created or acquired by the undersigned including, but not limited to, any and all accounts receivable (after deducting from such receivables all sums due other railroads), notes, drafts, acceptances, checks or other commercial paper evidencing same; provided, however, that the term "Accounts Receivable" as used herein shall not include amounts due from governmental agencies for rehabilitation and maintenance of railroad property; all returned, replevined and repossessed goods; all guarantees, securities and liens for the payment of such accounts or commercial paper; all right, title and interest of the undersigned in the collateral, which give rise to any receivable, including the right of stoppage in transit, and all rights of the undersigned earned by the undersigned under any present and future contracts; and all contract rights, including without limitation those listed on Schedule "A".

3. All machinery and equipment of every nature, kind and description wherever located now owned by the undersigned or hereafter acquired whether affixed to realty or not including without limitation, any and all presents and future accretions, additions, replacements, substitutions, improvements and accessories relating thereto or used in connection therewith and all proceeds thereof.

4. All furniture, fixtures, equipment, motor vehicles having an initial cost of \$20,000 or more, locomotives, railroad cars, all rolling stock and leasehold improvements now owned and/or hereafter acquired, including without limitation those listed on Schedule "B".

5. All goods, instruments, documents of title, policies, certificates of insurance, securities, chattel paper, deposits, special deposits or any other property or asset now owned or hereafter acquired by the undersigned or in which it has an interest.

6. All interest, proceeds and products of all of the above including without limitation, any insurance proceeds thereof.

At any time and from time to time, upon the request of the Bank, the undersigned will (1) deliver and pledge to the Bank, indorsed and/or accompanied by such evidence of assignment and

transfer, in such form and substance, as the Bank may reasonably request, any and all instruments, documents and/or chattel paper and/or general intangibles as the Bank may specify in the request; (2) give, execute, deliver, file and/or record any notice, statement, instrument, document, agreement or other papers that may be necessary or desirable, or that the Bank may reasonably request, in order to create, preserve, perfect or validate any security interest granted pursuant hereto or to enable the Bank to exercise and enforce its rights hereunder or with respect to such security interest; (3) keep and stamp or otherwise mark any and all documents and chattel paper and its individual books and records relating to inventory, accounts and contract rights in such manner as the Bank may reasonably require; and (4) permit representatives of the Bank at any time to inspect its inventory and to inspect and make abstracts from the undersigned's books and records pertaining to inventory, accounts, contract rights, chattel paper, instruments and documents.

The right is expressly granted to the Bank, at its discretion, to file in those jurisdictions where the same is permitted one or more financing statements under the Uniform Commercial Code signed only by the Bank, naming the undersigned as debtor and the Bank as secured party, and indicating therein the types or describing the items of Security herein specified. The Bank shall have a security interest in and be deemed to have possession of any of the Collateral or Security in transit or set

apart for it or for any of its agents, associates or correspondents.

Upon default hereunder, or a default in connection with any of the Liabilities which is not cured within any applicable grace period (whether such default be that of the undersigned or of any other party obligated thereon), the Bank at its discretion may, in its name or in the name of the undersigned or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Security, but shall be under no obligation to do so, or the Bank may extend the time of payment, arrange for payment in installments, or otherwise modify the terms of, or release any of the Security, without thereby incurring responsibility to, or discharging or otherwise affecting any liability of, the undersigned. The Bank shall not be required to take any steps necessary to preserve any rights against prior parties or in and to any of the Security. Also in the event of a default as aforesaid, the undersigned shall, at the request of the Bank, assemble and make the Security available at such place or places as the Bank designates.

The Bank shall have the rights and remedies with respect to the Security of a secured party under the Uniform Commercial Code (whether or not the Code is in effect in the jurisdiction where the rights and remedies are asserted). In addition, with respect

to the Security, or any part thereof, the Bank may in the event of default sell or cause the Security to be sold in the City of Albany, New York, or elsewhere, in one or more sales or parcels, at such price as the Bank may deem best; and for cash or on credit or for future delivery, without assumption of any credit risk, all or any of the Security, at any broker's board or at public or private sale, without demand or performance or notice of intention to sell or of time or place of sale (except such notice as is required by applicable statute and cannot be waived) and the Bank or anyone else may be the purchaser of any or all of the Security so sold and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any equity of redemption, of the undersigned, any such demand, notice or right and equity being hereby expressly waived and released. The undersigned will pay to the Bank all expenses, including as legal expenses an amount equal to fifteen percent (15%) of the principal and interest due the Bank at the time it retains attorneys, incidental to the enforcement of any of the provisions hereof or of any of the Liabilities, or any actual or attempted sale, retaking, enforcement, collection, compromise or settlement of any of the Security or receipt of the proceeds thereof, and for the care of the Security and defending or asserting the rights and claims of the Bank in respect thereof, by litigation or otherwise, including expenses of insurance; and all such expenses shall be Liabilities within the terms of this agreement.

If at any time the value of the Security materially declines in relation to the principal balance of the loan, based upon the same loan to value ratio existing on the date hereof, the undersigned, upon the request of the Bank, will furnish such further Security or make such payment on account of the Liabilities as will be satisfactory to the Bank, and if the undersigned fail(s) forthwith to furnish such Security or to make such payment, or if any sum payable upon any of the Liabilities be not paid when due, or within any applicable grace period; or if the undersigned shall default in the performance of any of its agreements herein or in any instrument or document delivered pursuant hereto and fails to cure such default within any applicable grace period; or if the undersigned or any maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person liable upon or for any of the Liabilities or Security shall become insolvent (however such insolvency may be evidenced), commit any act of bankruptcy, or make general assignment for the benefit of creditors, or if the undersigned shall suspend indefinitely the transaction of its or their usual business, or be expelled from or suspended by any stock or securities exchange or other exchange, or any judgment is docketed or lien filed against the undersigned or any such maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person, or if a petition in bankruptcy or for any relief under any law relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension shall be filed, or any proceeding shall be instituted

under any such law by or against the undersigned or any such maker, drawer, acceptor, indorser, guarantor, surety, accomodation party or other party, or if any governmental authority or any court at the instance thereof shall take possession of any substantial part of the property of, or assume control over the affairs or operations of, or a receiver, trustee or conservator shall be appointed of any substantial part of the property of, or a writ or order of attachment or garnishment shall be issued or made against any of the property of, the undersigned or of any such maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person, or if any Liabilities of the undersigned or of any such maker, drawer, acceptor, indorser, guarantor, surety, accommodation party or other person shall become due and payable, or if the undersigned shall be dissolved or be a party to any merger or consolidation without the written consent of the Bank, the Liabilities shall, at the option of the Bank, become due and payable forthwith. Notwithstanding the foregoing, if any proceeding in bankruptcy or for relief under any law for relief of debtors, readjustment of indebtedness, reorganization, composition or extension shall be filed, or similiar petition, is filed against the undersigned or any guarantor involuntarily, the Liabilities shall become due and payable only if such proceedings are not terminated or such petition is not removed within 45 days.

The Bank may assign or transfer the whole or part of any of the Liabilities and may transfer therewith the whole or any part

of the Security therefor. The transferee shall have the same rights and powers with reference to the Liabilities so transferred and the Security transferred therewith as are hereby given to the Bank, and upon such transfer, the Bank shall be fully discharged from all claims with respect to any Security so transferred, but shall retain all rights and powers hereby given with respect to any Security not so transferred.

No delay on the part of the Bank in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder preclude other or further exercise thereof or the exercise of any other power or right. No waiver shall be enforceable against the Bank unless in writing, signed by an officer of the Bank, and shall be limited solely to the event or events specified therein. The rights, remedies and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies or benefits which the Bank may otherwise have. The undersigned hereby waive(s) presentment, notice of dishonor and protest of all instruments included in or evidencing the Liabilities or the Security and any and all other notices and demands whatsoever, whether or not relating to such instruments.

No provision hereof shall be modified or limited except by a written instrument signed by an officer of the Bank, expressly referring hereto and to the provision so modified or limited. The undersigned, if more than one, shall be jointly and severally

liable hereunder, and all provisions hereof regarding the Liabilities or Security of the undersigned shall apply to any Liability or any Security of any or all of them. This agreement shall be binding upon the assigns or successors of the undersigned, and shall inure to the benefit of and be enforceable by the Bank, its successors, transferees and assigns; shall constitute a continuing agreement, applying to all future as well as existing transactions; and if all transactions between the Bank and the undersigned shall be at any time terminated, shall be equally applicable to any new transactions thereafter.

Unless the context otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the meanings therein stated.

The undersigned hereby waive(s) the right to a trial by jury in any action or proceeding between the undersigned and the Bank, and waive(s) the right to assert in any action or proceeding with regard to this agreement any defenses, offsets or counterclaims which the undersigned may have, unless such defenses, offsets or counterclaims are compulsory in nature.

If this agreement shall be terminated or revoked by operation of law, the undersigned will indemnify and save the Bank harmless from any loss which may be suffered or incurred by the Bank in acting hereunder prior to the receipt by the Bank, its successors, transferees or assigns of notice of such

termination or revocation. In the event that any part of this agreement is determined by any court of competent jurisdiction to be unenforceable, the balance of this agreement shall remain in full force and effect unless the Bank gives the undersigned written notice by registered mail, return receipt requested, of its intention to terminate this agreement, in which event all of the obligations of the undersigned to the Bank shall immediately become due and payable. If any part of this agreement shall be determined by any court of competent jurisdiction to be unenforceable against any of the undersigned, the same shall nevertheless be and remain enforceable against the remaining parties.

The undersigned warrant(s) and represent(s) that all Security in which a security interest is or will be granted to the Bank is and will at all times be valid and subsisting; as of the date hereof is without defenses, offsets and counterclaims; and if the Security consists of accounts or the proceeds of the sale of goods, the undersigned knows of no defenses, offsets or counterclaims to payment therefor, that the undersigned will defend the title and security interest at their own cost and expense; will furnish the Bank with such financial statements as the Bank may reasonably request; will keep the collateral in good condition and repair; will keep the collateral fully insured against all risks and procure an extended coverage rider and a rider providing that in the event of a loss, the proceeds thereof shall be payable to the Bank, and said insurance policy or

policies shall not be cancellable unless on ten (10) days' written notice to the Bank; that all representations are continuing in nature; that the undersigned is authorized to execute this agreement; that if the undersigned is a corporation, it is in good standing in the state of its incorporation, is authorized and licensed to do business in every state where it does business, that the execution of this agreement does not violate its certificate of incorporation, its by-laws or any other agreement.

Upon the occurrence of a default hereunder, the Bank shall have the right to the appointment of a receiver without notice to the undersigned.

The security interest created herein shall attach without the execution or delivery to the Bank of any instruments, documents, trust receipts, assignments or other agreements of transfer, and in the event any such paper, instruments, documents or other agreements of transfer are or will be delivered to the Bank, the same are and will be in furtherance in addition to the security interest created by virtue of this agreement.

This agreement has been executed in the State of New York and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of New York. As part of the consideration for the Bank making any loans hereunder, the undersigned hereby agree(s) that

all actions or proceedings arising directly or indirectly from or touching upon this agreement shall be litigated only in courts having a situs within the State of New York, and the undersigned hereby consent(s) to the jurisdiction of any local, state or federal court located within the State of New York.

The undersigned waive(s) the personal service of any and all process upon it and consent(s) that all such service of process may be made by certified or registered mail, return receipt requested, directed to the undersigned at its address stated below, and service so made shall be deemed completed two (2) days after the same shall have been mailed as aforesaid.

This agreement shall be a continuing agreement and apply to all future as well as existing transactions:

Witness:

Witness:

Witness:

Witness:

HOME & CITY SAVINGS BANK

By:   
Donald E. Vincent, Jr.  
Vice President

DELAWARE OTSEGO CORPORATION

By:   
Walter G. Rich, President

DELAWARE OTSEGO EQUIPMENT  
CORPORATION

By:   
Walter G. Rich, President

COOPERSTOWN & CHARLOTTE VALLEY  
RAILWAY CORPORATION

By:   
Walter G. Rich, President

Witness:

Walter G. Rich

CENTRAL NEW YORK RAILROAD  
CORPORATION

By:           

Walter G. Rich, President

Witness:

Walter G. Rich

LACKAWAXEN & STOURBRIDGE RAILROAD  
CORPORATION

By:           

Walter G. Rich, President

Witness:

Walter G. Rich

FONDA JOHNSTOWN & GLOVERSVILLE  
RAILROAD CORPORATION

By:           

Walter G. Rich, President

Witness:

Walter G. Rich

FONFULCO, INC.

By:           

Walter G. Rich, President

Witness:

Walter G. Rich

THE NEW YORK, SUSQUEHANNA AND  
WESTERN RAILWAY CORPORATION

By:           

Walter G. Rich, President

Witness:

Walter G. Rich

SUSQUEHANNA PROPERTIES, INC.

By:           

Walter G. Rich, President

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

On this 12 day of July, 1984, before me personally came Donald E. Vincent, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at Clifton Park, New York, and that he is the Vice President of HOME & CITY SAVINGS BANK, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281  
Commission Expires March 30, 1986

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Delaware Otsego Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht  
Notary Public

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281  
Commission Expires March 30, 1986

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Delaware Otsego Equipment Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht  
Notary Public

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281  
Commission Expires March 30, 1986

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Cooperstown & Charlotte Valley Railway Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht

Notary Public

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281

Commission Expires March 30, 19<sup>86</sup>

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Central New York Railroad Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht

Notary Public

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281

Commission Expires March 30, 19<sup>86</sup>

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Lackawaxen & Stourbridge Railroad Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht

Notary Public

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281

Commission Expires March 30, 19<sup>86</sup>

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Fonda Johnstown & Gloversville Railroad Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht

Notary Public

DEBRA KNECHT

Notary Public, State of New York  
Qualified in Albany County

No. 4751281

Commission Expires March 30, 1986

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Fonfulco, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht

Notary Public

STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281

Commission Expires March 30, 1986

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of The New York, Susquehanna and Western Railway Corporation, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht

Notary Public

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281  
Commission Expires March 30, 1986

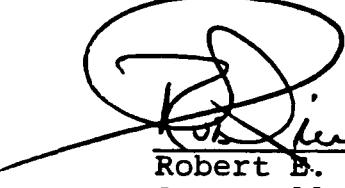
STATE OF NEW YORK )  
COUNTY OF ALBANY )ss.:

On this 12 day of July, 1984, before me personally came Walter G. Rich, to me known, who, being by me duly sworn, did depose and say that he resides at Franklin, New York, and that he is the President of Susquenanna Properties, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and he signed his name thereto by like order.

Debra Knecht  
Notary Public

DEBRA KNECHT  
Notary Public, State of New York  
Qualified in Albany County  
No. 4751281  
Commission Expires March 30, 1986

I hereby certify that I am the Chief Financial Officer of the Cooperstown and Charlotte Valley Railway Corporation and that this is a true and correct copy of the capital equipment ledger.



---

Robert B. Pierce  
Comptroller



CAGU

FACED ACCOUNTS JOURNAL  
12-31-63

PG 1.

	1	2	3	4	5	6	7	8	9	10	11	12	13
	COST	LIFE	PRD A	1963	1ST QTR	5	END QTR	3RD QTR	4TH QTR				
1	ENGINEERING	100000	100	47620	47620	11/28	11/28	11/28	11/28				
2	GRADING	102266	5	411630	411630	10/30	10/30	10/30	10/30				
3	BRIDGES	101126	2	112983	112983	2/16	2/16	2/16	2/16				
4	FENCES	100540	5	32290	32290	10/7	10/7	10/7	10/7				
5	771 STATION + OFFICE	1004729	5	523916	523916	12/65	10/55	10/55	10/55				
6	776 NEW OFFICE	102405	5	587355	51470	12/65	10/45	10/45	10/45				
7	1076 2 TYPEWITERS	87980	10	54787	8208	12/12	2/20	2/20	2/20				
8	1076 DICTATING EQUIP	10214	10	43821	7021	12/55	12/55	12/55	12/55				
9	1176 CHAIRS	103864	10	27048	4306	10/95	10/95	10/95	10/95				
10	MISC	35584	10	32779	3794	8/30	8/30	8/30	8/30				
11	977 REMODEL OFFICE	111161	5	44130	2558	21/40	21/40	21/40	21/40				
12	477 REMODEL OFFICE	101627	5	57126	1008	12/30	2/62	2/62	2/62				
13	Roadway 4006	1025	5	103	89	12/1	12/1	12/1	12/1				
14	71 SHIP + ENGINE HOUSE	1021314	5	431785	41066	10/26	10/26	10/26	10/26				
15	71 CAPITAL IMPAIRMENT	1017651	5	302305	10923	8/16	8/16	8/16	8/16				
16	71 IMPAIRMENT	1037360	5	25232	20969	5/42	5/42	5/42	5/42				
17	1077 ENGINE HOUSE PIT	1039736	5	165031	2172	2/22	2/22	2/22	2/22				
18	COMP	10386	5	2170	217	5	5	5	5				
19	Enginehouse-Misc.	10003	10	10016	757	2/5	2/5	2/5	2/5				
20	PUBLIC IMPAIRMENT	10000	5	11100	1116	11/2	11/2	11/2	11/2				
21	A-BUS IMPAIRMENT	101077	10	37000	3747	7/6	7/6	7/6	7/6				
22	SMALL TOOLS	1000											
23	LOCOMOTIVE	1000000	10	2000000	2000000	12/31	12/31	12/31	12/31				
24	FAT TRAIN CARS - GIFT	2583334	10	2361971	213363	6/15	6/15	6/15	6/15				
25	" " " - PLASH	2000000	10	2200000	19200	6/16	6/16	6/16	6/16				
26	771 PASSENGER TRAIN - DRAWS	172221	10	123151	11502	12/28	12/28	12/28	12/28				
27	771 PASSENGER TRAIN - CARS	1000000	10	22137	1125	4/1	4/1	4/1	4/1				
28	1571 PASSENGER TRAIN - CARS	1000000	10	2100000	2100000	12/31	12/31	12/31	12/31				
29	1062 PASSENGER TRAIN - CARS	1000000	10	1200000	1200000	12/31	12/31	12/31	12/31				
30	1062 PASSENGER TRAIN - CARS	1000000	10	1200000	1200000	12/31	12/31	12/31	12/31				
31	1062 PASSENGER TRAIN - CARS	1000000	10	1200000	1200000	12/31	12/31	12/31	12/31				
32	1062 PASSENGER TRAIN - CARS	1000000	10	1200000	1200000	12/31	12/31	12/31	12/31				
33	1062 PASSENGER TRAIN - CARS	1000000	10	1200000	1200000	12/31	12/31	12/31	12/31				
34	771 GENERATOR	1000000	10	1000000	1000000	12/31	12/31	12/31	12/31				
35	771 2 CARS	2000000	10	1000000	1000000	10/20	10/20	10/20	10/20				
36	SPARE HAMMERS	100000	10	20000	10000	10/25	10/25	10/25	10/25				
37	IMPACT MACHINE	100000	10	25972	10662	12/1	12/1	12/1	12/1				
38	1072 TANK LAYING - SURVEYING	100000	10	10000	10000	10/20	10/20	10/20	10/20				
39	MISC	100000	10	10000	10000	10/20	10/20	10/20	10/20				

(CACV)

MATERIALS SCHEDULE  
12-31-83

PG 2

Prepared by	
Approved by	

		1	2	3	4	5	6	7	8	9	10	11	12	13
		COST	LIGG	PRICED	1ST QTR	1ST QTR	2ND QTR	3RD QTR	4TH QTR					
1.	1273	MISC	78323	10	78323	-	10	10	10					
2.	278	COPIER	529430	10	251510	52047	12202	13237	13237					
3.	678	OFFICE	734714	5	101174	36801	7206	7206	7206					
4.	79	BUILDING - REMOVE	5544202	5	1110316	272049	6732	69327	69327					
5.	29	NEW FURNISHINGS	1234779	143	470554	172228	14322	14322	14322					
6.	280	BUILDING IMPROVEMENT	3207121	10	172451	232222	58062	58062	58062					
7.	780	NEW FURNITURE	610750	10	120750	51074	12074	12074	12074					
8.	80	USED FURNITURE	112506	10	35648	14258	3565	3565	3565					
9.		GALLAST	6236500	0	50	-	10	10	10					
10.		TIES	555415	E	-	-	-	-	-					
11.		RAILS	836510	E	10	-	E	12169	-					
12.		OTHER TRACK	215074	E	-	-	-	-	-					
13.		BALLAST	325983	D	-	-	-	-	-					
14.		TRACK LAYING	720281	E	-	-	-	-	-					
15.		SERVICE	1740000	F	5	-	-	-	-					
16.		INTEREST	162261	F	10	-	F	172262	-					
17.		OTHER GENERAL	150024	F	-	-	-	-	-					
18.	481	AIR CONDITIONING SYSTEM	910010	5	303325	192200	15520	15520	15520					
19.	881	INSTALL ALARM SYSTEM	164640	5	13396	73600	23250	23250	23250					
20.	582	A/C SEALER COMPRESSOR	410000	5	52604	50000	20000	20000	20000					
21.	582	AIR COND - DUCT WORKS	132700	15	119542	29321	7320	7320	7320					
22.	682	OFFICE IMPROVEMENTS	1202800	15	204556	122140	121142	121142	121142					
23.	982	KING GEORGE DESK	571622	5	55300	150720	37162	37162	37162					
24.	882	BLACK TAPPING	172000	15	5310	47162	2367	2367	2367					
25.	1082	10 BOARD DIVIDERS	50000	5	10000	31800	2950	2950	2950					
26.	1282	LOCO 220 - CRANKSHAFT	132105	15	-	126368	31572	31572	31572					
27.	1282	EDGWATER IMPROV	603739	15	-	33122	9354	9354	9354					
28.			1733771	-	-	697116	-	-	-					
29.	103	EDGWATER SEWAGE	641673	5	-	16205	12065	12065	12065					
30.	103	" PRO-COST	130000	5	-	10000	2200	2200	2200					
31.	103	" SEWAGE SYSTEM	500000	5	20500	12050	20522	20522	20522					
32.	103	" PUMPING	100000	5	10000	10000	44155	44155	44155					
33.		TOTAL	1242200	15	-	120200	120200	120200	120200					
34.		EXCL. ALL open bid	1230711	15	-	-	-	-	-					
35.			1000000	5	-	-	-	-	-					

CACU  
DEPRECIATION SCHEDULE  
FYE 12/31/83

Pg 3

	Initials	Date
Prepared by		
Approved by		

COOPERSTOWN & CHARLOTTE VALLEY RAILWAY CORPORATION

**Delaware-Otsego Corp. & Subsidiaries**  
**Fixed Assets Supporting Schedule**  
**F.Y. E. 12-31-83**

Prepared by	Entered	Date
Approved by		

1	2	3	4	5	6	7	8
<b>1 Fixed Assets (Schedules Attached)</b>							
3	CACV		\$ 1080,222.45				
4	CNY		1,550,608.91				
5	FIG		1,097,505.54				
6	LASB		457,114.44				
7	DOC		1,284,070.94				
8	DOE		633,153.28				
9	FONFULCO		23,969.21				
10	NYSW (S)		17,985.04	91			
11	NYSW (N)		323,416.14				
12	SUS. PROP		227,625.93				
14	Total Fixed Assets		\$ 10278310.35				
15			\$ 10278310.35				
<b>16 LEASEHOLD IMPROVEMENTS (Schedules Not included)</b>							
18	DOE - LHI		\$ 58262.54				
19	NYSW (S) - LHI		351700				
21			\$ 61779.54				
23	Total Buildings, Machinery, and Equipment - Leasehold Improv.		\$ 10340089.79				
24			\$ 10340089.79				
25							
26							
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40							

NO RELEASE FOR GREEN & DISTRIBUTED BY O'Neill CORPORATION • 400 S. SCHILLER RD. • ENGLEWOOD, COLORADO 80231 • PRINTED IN U.S.A.

I hereby certify that I am the Chief Financial Officer of  
the Central New York Railroad Corporation and that this is a true  
and correct copy of the capital equipment ledger.



\_\_\_\_\_  
Robert E. Pierce  
Comptroller



## CNY - FIELD ASSETS DEPRECIATION

12 - 31 - 83

PG 1.

PREPARED BY  
CHECKED BY  
APPROVED BY

P-070 (REVENUE) P-070-2 (DEPREC.) 112-001

LINE NO.		Cost	Life	Prior 1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	20100	20101	20102	20103	20104	20105	20106	20107	20108	20109	20110	20111	20112	20113	20114	20115	20116	20117	20118	20119	20120	20121	20122	20123	20124	20125	20126	20127	20128	20129	20130	20131	20132	20133	20134	20135	20136	20137	20138	20139	20140	20141	20142	20143	20144	20145	20146	20147	20148	20149	20150	20151	20152	20153	20154	20155	20156	20157	20158	20159	20160	20161	20162	20163	20164	20165	20166	20167	20168	20169	20170	20171	20172	20173	20174	20175	20176	20177	20178	20179	20180	20181	20182	20183	20184	20185	20186	20187	20188	20189	20190	20191	20192	20193	20194	20195	20196	20197	20198	20199	20200	20201	20202	20203	20204	20205	20206	20207	20208	20209	20210	20211	20212	20213	20214	20215	20216	20217	20218	20219	20220	20221	20222	20223	20224	20225	20226	20227	20228	20229	20230	20231	20232	20233	20234	20235	20236	20237	20238	20239	20240	20241	20242	20243	20244	20245	20246	20247	20248	20249	20250	20251	20252	20253	20254	20255	20256	20257	20258	20259	20260	20261	20262	20263	20264	20265	20266	20267	20268	20269	20270	20271	20272	20273	20274	20275	20276	20277	20278	20279	20280	20281	20282	20283	20284	20285	20286	20287	20288	20289	20290	20291	20292	20293	20294	20295	20296	20297	20298	20299	20300	20301	20302	20303	20304	20305	20306	20307	20308	20309	20310	20311	20312	20313	20314	20315	20316	20317	20318	20319	20320	20321	20322	20323	20324	20325	20326	20327	20328	20329	20330	20331	20332	20333	20334	20335	20336	20337	20338	20339	20340	20341	20342	20343	20344	20345	20346	20347	20348	20349	20350	20351	20352	20353	20354	20355	20356	20357	20358	20359	20360	20361	20362	20363	20364	20365	20366	20367	20368	20369	20370	20371	20372	20373	20374	20375	20376	20377	20378	20379	20380	20381	20382	20383	20384	20385	20386	20387	20388	20389	20390	20391	20392	20393	20394	20395	20396	20397	20398	20399	20400	20401	20402	20403	20404	20405	20406	20407	20408	20409	20410	20411	20412	20413	20414	20415	20416	20417	20418	20419	20420	20421	20422	20423	20424	20425	20426	20427	20428	20429	20430	20431	20432	20433	20434	20435	20436	20437	20438	20439	20440	20441	20442	20443	20444	20445	20446	20447	20448	20449	20450	20451	20452	20453	20454	20455	20456	20457	20458	20459	20460	20461	20462	20463	20464	20465	20466	20467	20468	20469	20470	20471	20472	20473	20474	20475	20476	20477	20478	20479	20480	20481	20482	20483	20484	20485	20486	20487	20488	20489	20490	20491	20492	20493	20494	20495	20496	20497	20498	20499	20500	20501	20502	20503	20504	20505	20506	20507	20508	20509	20510	20511	20512	20513	20514	20515	20516	20517	20518	20519	20520	20521	20522	20523	20524	20525	20526	20527	20528	20529	20530	20531	20532	20533	20534	20535	20536	20537	20538	20539	20540	20541	20542	20543	20544	20545	20546	20547	20548	20549	20550	20551	20552	20553	20554	20555	20556	20557	20558	20559	20560	20561	20562	20563	20564	20565	20566	20567	20568	20569	20570	20571	20572	20573	20574	20575	20576	20577	20578	20579	20580	20581	20582	20583	20584	20585	20586	20587	20588	20589	20590	20591	20592	20593	20594	20595	20596	20597	20598	20599	20600	20601	20602	20603	20604	20605	20606	20607	20608	20609	20610	20611	20612	20613	20614	20615	20616	20617	20618	20619	20620	20621	20622	20623	20624	20625	20626	20627	20628	20629	20630	20631	20632	20633	20634	20635	20636	20637	20638	20639	20640	20641	20642	20643	20644	20645	20646	20647	20648	20649	20650	20651	20652	20653	20654	20655	20656	20657	20658	20659	20660	20661	20662	20663	20664	20665	20666	20667	20668	20669	20670	20671	20672	20673	20674	20675	20676	20677	20678	20679	20680	20681	20682	20683	20684	20685	20686	20687	20688	20689	20690	20691	20692	20693	20694	20695	20696	20697	20698	20699	20700	20701	20702	20703	20704	20705	20706	20707	20708	20709	20710	20711	20712	20713	20714	20715	20716	20717	20718	20719	20720	20721	20722	20723	20724	20725	20726	20727	20728	20729	20730	20731	20732	20733	20734	20735	20736	20737	20738	20739	20740	20741	20742	20743	20744	20745	20746	20747	20748	20749	20750	20751	20752	20753	20754	20755	20756	20757	20758	20759	20760	20761	20762	20763	20764	20765	20766	20767	20768	20769	20770	20771	20772	20773	20774	20775	20776	20777	20778	20779	20780	20781	20782	20783	20784	20785	20786	20787	20788	20789	20790	20791	20792	20793	20794	20795	20796	20797	20798	20799	20800	20801	20802	20803	20804	20805	20806	20807	20808	20809	20810	20811	20812	20813	20814	20815	20816	20817	20818	20819	20820	20821	20822	20823	20824	20825	20826	20827	20828	20829	20830	20831	20832	20833	20834	20835	20836	20837	20838	20839	20840	20841	20842	20843	20844	20845	20846	20847	20848	20849	20850	20851	20852	20853	20854	20855	20856	20857	20858	20859	20860	20861	20862	20863	20864	20865	20866	20867	20868	20869	20870	20871	20872	20873	20874	20875	20876	20877	20878	20879	20880	20881	20882	20883	20884	20885	20886	20887	20888	20889	20890	20891	20892	20893	20894	20895	20896	20897	20898	20899	20900	20901	20902	20903	20904	20905	20906	20907	20908	20909	20910	20911	20912	20913	20914	20915	20916	20917	20918	20919	20920	20921	20922	20923	20924	20925	20926	20927	20928	20929	20930	20931	20932	20933	20934	20935	20936	20937	20938	20939	20940	20941	20942	20943	20944	20945	20946	20947	20948	20949	20950	20951	20952	20953	20954	20955	20956	20957	20958	20959	20960	20961	20962	20963	20964	20965	20966	20967	20968	20969	20970	20971	20972	20973	20974</th

CNY  
AID Sched  
FYE 12/31/84

Pg 2

	Initials	Date
Prepared by		
Approved by		

# CENTRAL NEW YORK RAILROAD CORPORATION

I hereby certify that I am the Chief Financial Officer of  
the Fonda, Johnstown and Gloversville Railroad Company and that  
this is a true and correct copy of the capital equipment ledger.



\_\_\_\_\_  
Robert E. Pierce  
Comptroller

DELAWARE OTSEGO CORP.  
Fixed Assets Schedule NK130000  
12-31-03 Pg

	Initials	Date
Prepared by		
Approved by		

卷之八

Pg. 1

DELAWARE OTSG GO CORP  
FIXED ASSETS SCHEDULE - A/c 1300-003  
12-31-03 Pg. 2

	Initials	Date
Prepared by		
Approved by		

FOONAM, JOHNSTOWN & CLOVERSVILLE RAILROAD CORPORATION

(F 3 +G)

- Pg. 3

I hereby certify that I am the Chief Financial Officer of the Lackawaxen and Stourbridge Railroad Corporation and that this is a true and correct copy of the capital equipment ledger.



Robert E. Pierce  
Comptroller

LAS 8

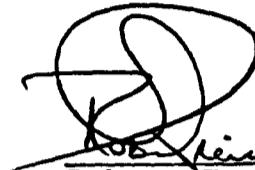
A/D Schedule  
PYE 12/30/83

--PGT--

Prepared by	<u>Patricia</u>	Da
Approved by		

# JACKAWANXEN & STOWBRIDGE RAILROAD CORPORATION

I hereby certify that I am the Chief Financial Officer of the  
Delaware Otsego Corporation and that this is a true and correct  
copy of the capital equipment ledger.



Robert E. Pierce  
Comptroller

Delaware Orsego Corp.  
- FIXED ASSETS SCHEDULE (7C 000-005)  
12-31-83  
PG 1

PREPARED BY	106	1/84
CHECKED BY		
APPROVED BY		

(ORIGIN P-070-0 (BURP) 112-001)

LINE NO.		COST	LIFE (yr)	PRIOR	1983		1984		2001		3rd		4th	
					(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	
1	7/76	LOCOMOTIVE	29500-	10	1942081	2130000	73750	73750	73750	73750				
2	7/76	SLEEPER CAR	9000-	10	572500	90000	22500	22500	22500	22500				
3	10/76	BALLAST EQUALIZER	5260400	6167	2222114	350869	87717	87717	87717	87718				
4	11/76	MISC. EQUIP. - RADIO	10743	20	10743									
5	11/76	COMMUNICATION EQUIP.	1212305	10	127386	121231	30308	30308	30308	30308				
6	6/6	FURNITURE & FIXTURES	14336	10	14336									
7	6/7	TRANS. EQUIP	602936	10	602936									
8	7/3	MISC.	116540	10	116713	5827	1457	1457	1457	1457				
9	6/77	ADZER	590000	667	219727	29353	9838	9838	9838	9839				
10	1/77	BLUEPRINT MACHINE	130000	10	78000	13000	3250	3250	3250	3250				
11	7/77	SLIDE PROJECTOR	161914	20	161914									
12	12/77	TRANSCRIBER	24995	20	24995									
13	6/77	77 FORD TRUCK	796000	20	796000									
14	4/77	TIE SAW M1002	1283400	667	1714218	285703	71426	71426	71426	71426				
15	4/77	TIE BID SCARIFIER	3212400	667	1272688	221337	55334	55334	55334	55335				
16	4/77	TIE CRANE M1004	2650700	667	1016612	176802	44200	44200	44200	44201				
17	4/77	LAND - TRESTLE (OWNER)	450025											
18	4/77	COMMUNICATIONS SYSTEM	68168	10	40700	6817	1704	1704	1704	1705				
19	4/77	TIE CRANE M1005	2703900	667	1043792	180350	45088	45088	45087	45087				
20	4/77	COMMUNICATIONS SYSTEM	244121	10	161766	29912	7353	7353	7353	7353				
21	10/77	COMMUNICATIONS SYSTEM	77675	10	40782	7768	1742	1742	1742	1742				
22	9/77	COMMUNICATIONS SYSTEM	67300	10	35893	6730	1683	1683	1683	1681				
23	9/77	COMMUNICATIONS SYSTEM	92803	10	47740	9240	2310	2310	2310	2314				
24	11/77	COMMUNICATIONS SYSTEM	552780	10	290315	55278	13819	13819	13820	13820				
25	11/77	COMMUNICATIONS SYSTEM	182099	10	94085	18210	1553	1553	14552	15552				
26	5/77	MISC. EQUIP. REPAIRS	186242	20	186242									
27	12/77	HEATING EQUIP - DOME	169665	20	169665									
28	4/77	MISC. EQ-RR TIE Crane	114289	667	47729	7623	1906	1906	1906	1905				
29	5/75	1976 CADILLAC	480000	25	600000									
30	10/78	29 MERCEDES	2057294	20	1505798	410859	102715	102715	102715	102714				
31	8/79	BULL DOZER	1385200	80	945005	277040	69616	69616	69616	69615				
32	5/79	FORD TRUCK M1122	713292	20	522848	142658	35665	35665	35664	35664				
33	4/79	BULL DOZER	379600	20	284270	75720	18980	18980	18980	18980				
34	12/79	71 DODGE M1125	652970	20	271767	128788	32677	32677	32677	32677				
35	12/79	LOCOMOTIVE	3166756	20	1960069	11720	150720	150720	150720	150720				

DOC - FIXED ASSETS SCHEDULE (A/C 1300-005)  
12-31-83

PG 2.

PREPARED BY	JMB	2/84
CHECKED BY		
APPROVED BY		

FORM P-873 (REV. 8) P-873-B (REV. 1)

(12-801)

IN NO.		COST	LIFE	X PRIOR	X 1982	X			
						1/25	2/20	3/14	4/5/4
12/79	DOME CAR CALV 5	26750.90	20	15358.95	5370.18	1372.54	1342.54	1342.55	1342.55
2/80	LON BOY TRAILER	26500.00	20	15451.83	530.00	1325.0	1325.0	1325.0	1325.0
2/80	FLATBED TRAILER	3286.00	20	1914.83	657.20	164.30	164.30	164.20	164.20
3/80	80 F-150 M 1127	61310.41	20	3473.21	122.21	306.55	306.55	306.55	306.55
8/80	80 OLDS SEDAN M 1138	8452.00	20	4085.41	1690.56	422.64	422.64	422.64	422.64
9/80	RADIO EQUIPMENT	3211.085	14.29	19158.24	4588.64	1471.6	1471.6	1471.6	1471.6
9/80	Business Car CALV 4	8235.15	14.29	2945.51	1176.80	294.20	294.20	294.20	294.20
9/80	Business Car CALV 2	31453.25	14.29	10486.20	4494.67	1123.67	1123.67	1123.67	1123.67
11/80	LORO 130 (WHEELS)	1344.351	20	7393.93	2618.70	1672.17	1672.17	1672.17	1672.17
12/80	MINOLTA COPIER	1866.90	20	367.95	1773.38	443.35	443.35	443.34	443.34
9/80	1980 OLDS M 1141	9191.50	20	4288.75	1138.30	459.58	459.58	459.57	459.57
3/81	TRENCHER & JACK HOPPER	14686.20	10	2570.07	1468.62	367.15	367.15	367.16	367.16
4/81	AIR CONDITIONING SYSTEM	7950.00	20	2782.50	1550.00	397.50	397.50	397.50	397.50
1/81	77 LTD STATION WAGON M 1142	3232.90	33.33	2065.42	1022.56	269.39	269.39	269.39	269.39
3/81	81 DELTA OLDS M 1151	9487.00	33.33	5533.77	3162.02	790.50	790.50	790.51	790.51
8/81	81 CHEVY VAN M 1147	8500.00	33.33	4013.60	2132.05	708.26	708.26	708.27	708.27
8/81	81 CHEVY PICK UP M 1148	8109.00	33.33	3603.73	2702.73	675.68	675.68	675.69	675.69
9/81	78 FORD PICK UP M 1149	9220.50	33.33	2610.09	1740.00	4135.00	4135.00	4135.00	4135.00
8/81	81 CHEVY 4 Door Diesel M 1162	19022.30	33.33	3240.83	3344.43	635.11	635.11	635.10	635.10
8/81	81 CHEVY TRUCK M 1150	11200.00	25	3816.67	280.00	700.00	700.00	700.00	700.00
8/81	2N 80 KOUTER	4912.64	33.33	2865.54	1637.38	409.34	409.34	409.35	409.35
8/81	73 GMC TRUCK M 1145	14840.00	25	5871.17	3710.00	927.50	927.50	927.50	927.50
7/81	BILLBOARD TIE INSERTER M 1013	75449.16	10	1668.73	7545.00	1886.25	1886.25	1886.25	1886.25
3/81	BANTAM DITCHER M 1149	3000.00	10	4250.00	3000.00	750.00	750.00	750.00	750.00
9/81	MODEL 6LR M-IRAIL KIT(DITCHER)	6550.00	20	4137.50	3310.00	827.50	827.50	827.50	827.50
8/81	SCARIFIER # Z40225	5000.00	20	14116.67	10000.00	250.00	250.00	250.00	250.00
8/81	SCARIFIER # Z40326	3000.00	20	850.00	600.00	150.00	150.00	150.00	150.00
7/81	VIDEO PROJECTION UNIT	40566.5	33.33	12026.61	962.12	210.53	210.53	210.53	210.53
7/81	HUCK MACHINE	4743.04	33.33	2371.35	1560.86	318.21	318.21	318.21	318.21
8/81	AMTRAK DINER CAR CALV 3	8500.00	20	2691.67	1700.00	425.00	425.00	425.00	425.00
7/81	CAR # 3800	4750.00	20	1425.00	950.00	237.50	237.50	237.50	237.50
2/81	MAIL REPAIR BUSINESS CAR	4370.20	20	1675.44	874.14	218.54	218.54	218.53	218.53
1/81	RADIO EQUIPMENT	37458.84	20	1500.00	749.00	117.25	117.25	117.25	117.25
2/81	RADIO EQUIPMENT	1856.19	20	1861.24	1712.24	247.61	247.61	247.61	247.61

WILMINGTON TRUST CO. Corp  
Fixed Assets SCHEDULE A/C 1300-003  
1983

PG 3

	Initiate	Date
Prepared by	DJB	2/24
Approved by		

**DEPRECIATION SCHEDULE  
FYE 12/31/84**

PG 4

	Materials	Date
Prepared by		
Approved by		

DELAWARE OTSEGO CORPORATION

I hereby certify that I am the Chief Financial Officer of the  
Delaware Otsego Equipment Corporation and that this is a true  
and correct copy of the capital equipment ledger.

  
\_\_\_\_\_  
Robert E. Pierce  
Comptroller

DOE - FIXED ASSETS SCHEDULE 4/C 1300-006  
12-31-83

PG 1.

Initial Date	
Prepared By	
Approved By	

ACCOUNTANTS SUPPLY HOUSE NO. 7810

No.	CTD	Cost	Life	Prior	1983	1st	2nd	3rd	4th	X
1	717	Hydra Spike 1007	5708560	667	2694184	390761	95190	95190	95190	
2	717	SPIKE PULLER	473200	667	1735791	31562	7891	7891	7891	
3	717	PLATE PLACER 1008	480935	667	176430	32018	8020	8020	8020	
4	718	PETTIGORE 1011	2278032	10	1055351	217803	56951	56951	56951	
5	718	DUMP TRUCK 1178	80000	5	57333	84667	400	400	400	
6	178	GRADEALL 1117	1420000	5	343000	77000 F	210	21000	21000	
7		BOX CARS - SALV.	400000	-	-	-				
8	1981	CTD ASSETS	9840727	-	3907889	770871	19305	193052	193052	
9	382	LOCO. # 2002	8210492	-	1200000	1642098	410523	410525	410525	
10	5	RACINE RAIL DRILL	118157	1	1578	23471	5913	5913	5912	
11	6	LOCO. #104 < J. LADD >	4000000	5	466667	800000	200000	200000	200000	
12	5	SHARP 750 COPIER MACH.	253000	5	33733	50600	12650	12650	12650	
13	3	P70 PASSENGER CAR	700000	5	116670	140000	35000	35000	35000	
14	3	RACINE RAIL SAW	700000	5	15000	18000	4500	4500	4500	
15	4	ADIRONDACK LOCO # 25	915000	5	77250	103000	25750	25750	25750	
16	6	A. CITROS VHR. EQUIP.	3850000	5	449167	710000	192500	192500	192500	
17	7	COMPUTER INST - NYSW	801860	5	80186	160371	40093	40093	40093	
18	8	H4-RAIL KITS - TRUCKS	1022773	5	102277	204758	51137	51139	51139	
19	8	COMPUTER PRINTER	220755	5	18400	44151	11038	11038	11038	
20	10	(2) RAIL SAWS	464000	5	23200	92000	23200	23200	23200	
21	17	LOCO #3008 < FM. DC >	3300000	5	55000	660000	165000	165000	165000	
22	12	Auto Train Car # 500	39974441	1ST	1018678	7997488	109872	109872	109872	
23	14		501	10184158	1ST	1018678	1018830	254700	254708	
24	14		502	4723950	1ST	1018678	944790	236198	236198	
25	14		503	5022177	1ST	1018678	1004424	251104	251104	
26	14		504	46944035	1ST	1018678	968807	242202	242202	
27	17		522	1602500	1ST	248062	310460	80115	80115	
28	14		641	1262300	1ST	283362	2164460	63115	63115	
29	12		594	1252300	1ST	248062	1270960	62615	62615	
30	12		511	1077045		-				
31	14		521	1177445	1ST	269157	235489	58872	58872	
32	14		705	1077300	1ST	248062	2177460	53865	53865	
33	14		570	1077300	1ST	248062	1270960	53865	53865	
34	14	LEASEHOLD IMP.	630	202338	1ST	1018678	50468	10117	10117	
35	14		=	569800	( 911421 )	1018678	1191084	47771	47771	
36	14							476729	496729	
37	14							476729	496729	
38	14							113728	113728	
39	14							113728	113728	
40	6	Cherry Teller MINE	1367131	3	203802	1177710	113928			
41	6	Cherry Truck MINE	1632200	3	203802	1179133	117783			
42	6	Cherry Wood MINE	1782200	3	203802	1179133	117783			
43	3	Hemelite Generator	16400				64188	64186	64186	

VUC  
DEPRECIATION SCHEDULE

PG 3.

Prepared by		MM/DD/YY
Approved by		MM/DD/YY

## DELAWARE OTSEGO EQUIPMENT CORPORATION

DATE OF ACQUISITION	ASSET DESCRIPTION	BOOK BASIS	NEW OR USED	ITC	YR ITC ADJUST (if 10%)	TAX BASIS	BOOK LIFE	BOOK METHOD	BOOK %	BOOK DEPREC	TAX LIFE	TAX METHOD	TAX %	TAX DEPREC
6/83	CARRIED FORWARD REPAIRS AMEX DINING CAR 13	81104210					15	SL		15793147				
1/82	AMEX DINING CAR (2006)	1430000	N				15	SL		243333	X Prior A/D			
2/83	C 430 DIESEL ENGINE 3006	3300000	N				15	SL		163330				
2/83	C 430 DIESEL ENGINE 3008	3300000	N				15	SL		163330				
3/83	REWORK MILLS	85072	N				3	SL		12048				
4/83	RAIL SHEARER	325000	N				3	SL		722224				
4/83	RAIL SHEARER	325000	N				3	SL		722222				
8/83	Mini Tie Crane	85000	N				3	SL		9444				
8/83	Spike Driver	125002	N				3	SL		13869				
9/83	Bond Drill	85710	N				3	SL		7142				
11/83	RADIATOR COOLER	10000	N				15	SL		10750				
9/83	Rail Saw	129000	N				3	SL		10750				
9/83	Rail Saw	129000	N				3	SL		10750				
6/83	Auto Train Car	500	N				15	SL		27912				
6/83	"	501	N				15	SL		69108				
6/83	"	502	N				15	SL		74250				
6/83	"	503	N				15	SL		29811				
6/83	"	504	N				15	SL		36863				
6/83	"	509	N				15	SL		54207				
6/83	"	521	N				15	SL		16500				
6/83	"	522	N				15	SL		112672				
6/83	"	591	N				15	SL		1240				
6/83	"	570	N				15	SL		9558				
6/83	"	705	N				15	SL		26085				
4/83	TAMPER M1015	17207474	N				10	SL		791990				
6/83	Rework Loco 104	7070058	N				15	SL		102558				
6/83	Rework Loco 3006	2928377	N				15	SL		99054				
6/83	Rework Loco 3008	1007192	N				15	SL		33600				
4/83	M 1166 Boom Truck	2000000	N				15	SL		266667				
5/83	Rail Shear 8102	577252	N				15	SL		116132				
6/83	High Spike Rework	900000	N				15	SL		39996				
6/83	Rework 3004	3200000	N				15	SL		12360				
6/83	Auto Train Car 630	480000	N				15	SL		7504				
6/83	Partibone Rework KNOll	310000	N				15	SL		110986				
	"	126217100	N				15	SL		1873131				
36	Remove LHC	(3063820					12	SL		(3050216)				
37		133153230					12	SL		(3127863)				
38							12	SL						
39							12	SL						
40							12	SL						

DE - Fixed Assets Schedule A/c 1300-006

12-31-83

PG 2

	Initials	Date
Prepared By:		
Approved By:		

ACCOUNTANTS SUPPLY HOUSE INC., 7110

I hereby certify that I am the Chief Financial Officer of  
Fonfulco, Inc. and that this is a true and correct copy of the  
capital equipment ledger.



---

Robert E. Pierce  
Comptroller

FonFULCO, INC.

PG 1.

I hereby certify that I am the Chief Financial Officer of The  
New York, Susquehanna and Western Railway Corporation, and that  
this is a true and correct copy of the capital equipment ledger.



---

Robert E. Pierce  
Comptroller

NYSW-N  
DEPRECIATION SCHEDULE  
FYE 12/31/83

PG, 2

	Initiate	Date
Prepared by		
Approved by		

THE NEW YORK, SUSQUEHANNA & WESTERN RAILWAY CORP.  
— NORTHERN DIVISION

NYSW (S)  
DEPRECIATION SCHEDULE  
12/31/83

Initials	Date
Prepared by	
Approved by	

PG 1.

DATE OF ACQUISITION	ASSET DESCRIPTION	ORIGINAL COST	Norm.	1	2	3	4	5	6	BOOK LIFE	BOOK METHOD	PRIOR AID	BOOK AID EX 1983	10	11	12	13	
12/80	Communications	65100							5	54	R 6040	13020						
12/80	2 Round Houses	998794							15	SL	133142	66586						
12/80	AIR JACK (x)	802419							5	SL	313326	160484						
1/81	ROUND HOUSE	6650294							15	SL	436796	443353						
5/81	Comm. Syst. - ASSOC.	468596							5	-	1712793	93719						
✓ ✓	Air Dump Car	1152500							5	-	422583	220500						
3/81	Apple Computer	524888							5	-	192460	104978						
4/81	Improvements Engine House	123532							15	-	14411	8235						
✓ ✓	Hopper + Gondola	900000							5	-	315000	180000						
✓ ✓	Computer	716350							5	-	2150727	143270						
11																		
12																		
13																		
14																		
15																		
16																		
17																		
18	Major Repair Diesel Truck	8861613							5	-	1772323	1772323						
6/82	Trans. Traction Motor	462040							5	-	59330	92408						
10/82	③ 1800 HP Electric Eng. Diesel	41743102							15	-	2033876	3539876						
11/82	③ 1000 (INCLUDES REPAIR)	6000000							15	-	5000000	4000000						
6/82	30 TON AIR CRANE ON BILGE	13661940							15	-	1131470	910774						
8/82	'73 Chevy Dumptruck	10000							3	-	128885	533333						
8/82	'78 Ford Econoline Van	6000							3	-	63230	200000						
8/82	'78 Ford P14 w/ plow	9000							3	-	125000	309400						
8/82	Van, Mack w/ Equipment	25000							3	-	347224	833331						
8/82	RAILS (SOUTHERN)	34895501							15	-	2100580	2551121						
8/82	Fabrikt Engine '79 Ford	108000							3	-	15000	36000						
10																		
10/82	TRACK INSPECTOR	644800							5	-	32246	28960						
12/82	OVERPASS BRIDGE & UNDERBRIDGE	10602919							15	-	765761	587						
12/82	Little Ferry Boiler Roof	653800							5	-	141669	109						
12/82	Steam Cleaning Machine	127995							5	-	32549	30						
12/82	Torque Multiplier	22574							5	-	19727	12						
37																		
38																		
39																		
40																		
		135237017									10656477	13793488						

NOTE  
12 YEAR  
CONVENTION  
ON FON-FULCO  
ITEMS  
FOR R.P. ANDLEY

NYSW(5)  
DEPRECIATION SCHEDULE  
12/31/1983

Pg. 2

	Initials	Date
<b>Prepared by</b>		
<b>Approved by</b>		

THE NEW YORK, SUSQUEHANNA & WESTERN RAILWAY CORP.  
SOUTHERN DIVISION

DATE OF ACQUISITION	ASSET DESCRIPTION	ORIGINAL COST	NEW or USED	ITC	1/2 ITC ADJUST (IF 10%)	DEPRECIABLE BASIS	BOOK LIFE	BOOK METHOD	BOOK % DEP / Mthd	BOOK DEPREC	TAX LIFE	TAX METHOD	TAX %	TAX DEPREC
10-83	CARRIED FORWARD.	135287077								1399134788				
10-83	M 1181 TRAILER	1210000	N				5	SL		40333	5	ACRS		
12-83	SMOKE RISE WASHOUT	2045045	N				10			17042	5			
4-83	M 1167 Buick Century	1010951	N				3			224656	3			
4-83	M 1168 ✓	1010951	N				3			224656	3			
6-83	M 1175 ✓	910201	N				3			151700	3			
6-83	M 1172 FORD P14 (Hpd)	1047500	N				3			174583	3			
6-83	M 1174 ✓ ✓ ✓	1047500	N				3			174583	3			
6-83	OVER PECK BRIDGE	4517011	N				15			163775	5			
6-83	HACKENSACK BRIDGE	3287127	N				15			109571	5			
6-83	M 1169 1977 FORD DUMP	1250000	U				5			125000	5			
2-83	PAVING TO OVER PECK BDG	3463300	N				5			577217	5			
9-83	M 1018 BOOM CRANE REPAIRS	500000	N				3			71657	3			
9-83	M 1170 w/ MINICRANE	1350485	N				3			112535	3			
9-83	3 MISC CARS Radios	618075	N				3			51506	2			
5-83	RECONSTRUCTION M 1149	264389	N				3			51409	3			
1-83	Rail saw	117500	N				3			35903	3			
6-83	TRACTOR (GANZ & SONS)	2270000	U				5			227000	7			
7-83	M 1177 P14	1160000	U				3			161111				
7-83	M 1178 P14	1229900	N				3			170819				
6-83	CAPITALIZE MOFWAY	12371000	N				15			423206				
6-83	RC 17 Crossing	326196	N				15			1450146				
6-83	BUTLER BRIDGE	726403	N				15			110873				
6-83	Crane Reconstruction M 1012	1400000	N				5			24213				
6-83	Hines Crane Reconstruction-M 1161	350000	N				5			140000				
6-83	LOCO 1804	1480000	N				5			350000				
6-83	LOCO 1802	1600000	N				5			148000				
	TOTAL	1985091								690000				
										PRIOR	10656475	173199146		
											173199146			

WYSW-NYD - FIXED ASSETS SCH. 1300-009  
12/31/83 PG 1.

Pg 1.

I hereby certify that I am the Chief Financial Officer of  
Susquehanna Properties, Inc. and that this is a true and correct  
copy of the capital equipment ledger.



---

Robert E. Pierce  
Comptroller

SUSQUEHANNA PROPERTIES, INC.

1 Date of Acquisition	2 Asset Description	3 Depreciable Basis	4 Book Life	5 Book Method	6 Book % Loss (or gain)	7 Book Deprec.	8 TAX Life	9 TAX Method	10 TAX % Loss	11 TAX DEPR.	12	13
1 1/1/83	1 Manley House	1 180846.00	1 15	1 15	1 15	1 803760	1 15	1 15	1 15	1 803760		
2 1/1/83	2 Ridge Spring Castle (Newell)	2 46729.93	2 15	2 15	2 15	2 1555123	2 15	2 15	2 15	2 1555123		
3 1/1/83	3 1/1/83	3 762593	3 15	3 15	3 15	3 961673	3 15	3 15	3 15	3 961673		
4 1/1/83	4 1/1/83	4 1/1/83	4 15	4 15	4 15	4 1/1/83	4 15	4 15	4 15	4 1/1/83		
5 1/1/83	5 1/1/83	5 1/1/83	5 15	5 15	5 15	5 1/1/83	5 15	5 15	5 15	5 1/1/83		
6 1/1/83	6 1/1/83	6 1/1/83	6 15	6 15	6 15	6 1/1/83	6 15	6 15	6 15	6 1/1/83		
7 1/1/83	7 1/1/83	7 1/1/83	7 15	7 15	7 15	7 1/1/83	7 15	7 15	7 15	7 1/1/83		
8 1/1/83	8 1/1/83	8 1/1/83	8 15	8 15	8 15	8 1/1/83	8 15	8 15	8 15	8 1/1/83		
9 1/1/83	9 1/1/83	9 1/1/83	9 15	9 15	9 15	9 1/1/83	9 15	9 15	9 15	9 1/1/83		
10 1/1/83	10 1/1/83	10 1/1/83	10 15	10 15	10 15	10 1/1/83	10 15	10 15	10 15	10 1/1/83		
11 1/1/83	11 1/1/83	11 1/1/83	11 15	11 15	11 15	11 1/1/83	11 15	11 15	11 15	11 1/1/83		
12 1/1/83	12 1/1/83	12 1/1/83	12 15	12 15	12 15	12 1/1/83	12 15	12 15	12 15	12 1/1/83		
13 1/1/83	13 1/1/83	13 1/1/83	13 15	13 15	13 15	13 1/1/83	13 15	13 15	13 15	13 1/1/83		
14 1/1/83	14 1/1/83	14 1/1/83	14 15	14 15	14 15	14 1/1/83	14 15	14 15	14 15	14 1/1/83		
15 1/1/83	15 1/1/83	15 1/1/83	15 15	15 15	15 15	15 1/1/83	15 15	15 15	15 15	15 1/1/83		
16 1/1/83	16 1/1/83	16 1/1/83	16 15	16 15	16 15	16 1/1/83	16 15	16 15	16 15	16 1/1/83		
17 1/1/83	17 1/1/83	17 1/1/83	17 15	17 15	17 15	17 1/1/83	17 15	17 15	17 15	17 1/1/83		
18 1/1/83	18 1/1/83	18 1/1/83	18 15	18 15	18 15	18 1/1/83	18 15	18 15	18 15	18 1/1/83		
19 1/1/83	19 1/1/83	19 1/1/83	19 15	19 15	19 15	19 1/1/83	19 15	19 15	19 15	19 1/1/83		
20 1/1/83	20 1/1/83	20 1/1/83	20 15	20 15	20 15	20 1/1/83	20 15	20 15	20 15	20 1/1/83		
21 1/1/83	21 1/1/83	21 1/1/83	21 15	21 15	21 15	21 1/1/83	21 15	21 15	21 15	21 1/1/83		
22 1/1/83	22 1/1/83	22 1/1/83	22 15	22 15	22 15	22 1/1/83	22 15	22 15	22 15	22 1/1/83		
23 1/1/83	23 1/1/83	23 1/1/83	23 15	23 15	23 15	23 1/1/83	23 15	23 15	23 15	23 1/1/83		
24 1/1/83	24 1/1/83	24 1/1/83	24 15	24 15	24 15	24 1/1/83	24 15	24 15	24 15	24 1/1/83		
25 1/1/83	25 1/1/83	25 1/1/83	25 15	25 15	25 15	25 1/1/83	25 15	25 15	25 15	25 1/1/83		
26 1/1/83	26 1/1/83	26 1/1/83	26 15	26 15	26 15	26 1/1/83	26 15	26 15	26 15	26 1/1/83		
27 1/1/83	27 1/1/83	27 1/1/83	27 15	27 15	27 15	27 1/1/83	27 15	27 15	27 15	27 1/1/83		
28 1/1/83	28 1/1/83	28 1/1/83	28 15	28 15	28 15	28 1/1/83	28 15	28 15	28 15	28 1/1/83		
29 1/1/83	29 1/1/83	29 1/1/83	29 15	29 15	29 15	29 1/1/83	29 15	29 15	29 15	29 1/1/83		
30 1/1/83	30 1/1/83	30 1/1/83	30 15	30 15	30 15	30 1/1/83	30 15	30 15	30 15	30 1/1/83		
31 1/1/83	31 1/1/83	31 1/1/83	31 15	31 15	31 15	31 1/1/83	31 15	31 15	31 15	31 1/1/83		
32 1/1/83	32 1/1/83	32 1/1/83	32 15	32 15	32 15	32 1/1/83	32 15	32 15	32 15	32 1/1/83		
33 1/1/83	33 1/1/83	33 1/1/83	33 15	33 15	33 15	33 1/1/83	33 15	33 15	33 15	33 1/1/83		
34 1/1/83	34 1/1/83	34 1/1/83	34 15	34 15	34 15	34 1/1/83	34 15	34 15	34 15	34 1/1/83		
35 1/1/83	35 1/1/83	35 1/1/83	35 15	35 15	35 15	35 1/1/83	35 15	35 15	35 15	35 1/1/83		
36 1/1/83	36 1/1/83	36 1/1/83	36 15	36 15	36 15	36 1/1/83	36 15	36 15	36 15	36 1/1/83		
37 1/1/83	37 1/1/83	37 1/1/83	37 15	37 15	37 15	37 1/1/83	37 15	37 15	37 15	37 1/1/83		
38 1/1/83	38 1/1/83	38 1/1/83	38 15	38 15	38 15	38 1/1/83	38 15	38 15	38 15	38 1/1/83		
39 1/1/83	39 1/1/83	39 1/1/83	39 15	39 15	39 15	39 1/1/83	39 15	39 15	39 15	39 1/1/83		
40 1/1/83	40 1/1/83	40 1/1/83	40 15	40 15	40 15	40 1/1/83	40 15	40 15	40 15	40 1/1/83		

YEAR & MAKE	VEHICLE ID#
1974 CHEV DUMP, W/BOOM(U)	(U. LEWIS) CCE663V173141
1971 HOLMES CRANE (MILTON LEWIS)(C)	(LIABILITY ONLY) 171CE122
1982 DODGE DIPLOMAT(C)	2B3BG26L3CR221170
1983 BUICK SKYHAWK(C)	164AS2704DK460915
1978 SUMMIT(C)	558783163
1984 DODGE WITCH	409664
1984 Buick Century	KG4AHMT4EGP7020
1984 Buick Century	KG4AHMT4EWRSYD
1984 Buick Century	KG4AH15770478177 (longer)

YEAR & MAKE	VEHICLE ID#
1975 CHEV VAN(C)	C8Q1554107
1979 GENERAL DROP DECK(C)	S0BDH7904
1973 FORD DUMP HI-RAIL/BOOM(NJ)	F75FVR31445
1983 BUICK CENTURY (C)	1G4AH19TDD445342
1983 BUICK CENTURY(C)	1G4AH19TODD445347
1977 FORD DUMP(C)	F70FVY50894
1983 FORD P/U UTILITY TRUCK(C)	2FDJF3716DCA59213
1983 CHEV P/U W/HI-RAIL(C)	2GCFC24J5D1165718
1983 CHEV P/U W/HI-RAIL(C)	2GCFC24J4D1169159
1983 BUICK CENTURY(C)	1G4AH19T6D6425236
1978 CHEV. BISSON TRACTOR(C)	CMK9BV117018
1983 FORD F250 W/HI-RAIL(C)	2FTHF2514DCA56763
1983 FORD F350(C)	1FTHF3514DPA13027
1980 DITCH WITCH(C)	
1981 HOMEMADE TRLR	A305664
(C)	
1973 GMC TRACTOR (C)	TDH92AB603628
1978 FORD P/U(C)	F25HCC07840
1981 CHEV VAN(NJ)	1G1AP87K9BL185472
1981 CHEV P/U W/HI-RAIL(C)	2GCFC24T3B1295664
1973 BANTAM(C)	725A
1981 OLDS DELTA 88	1G3AL69NIBM255331
(NJ)	
1982 CHEV IMPALA(NJ)	2G1AL69N8C1217522
1982 CHEV P/U W/HI-RAIL(NJ)	2GCFC24J6C118306
1982 CHEV P.U W/HI-RAIL(B)	2GCFC24J7C1183815
1982 DODGE DIPLOMAT(NJ)	B3BG26N93R183848
1982 CHEV UTILITY TRUCK(C)	L6BJC34J1CV127285
1982 CHEV UTILITY TRUCK(G)	1GBJC34J9CV130418
1982 CHEV VAN(C)	1GCEG25D1C7157492

ROLLING STOCK

FULL DOME COACHES: #504 & 502  
FULL DOME COACH W/LOUNGE: #501, 505 & 503  
NIGHT CLUB LOUNGE: #506  
BUFFET CAR: #570  
DINER: #594  
DOME COACH: #508  
STEAM GENERATOR CAR: #500  
DOME INSPECTION COACH: #902 (I.R.MITCHELL)  
SLEEPER: #630 (J.LADD)  
1947 DOME "GREAT SACANDAGA" CACV5  
1927 "OTSEGO LAKE" CACV4  
1948 SLEEPER CACV6  
1952 PRIVATE CAR CACV2001 (SHOWER CAR)  
1907 BUSINESS CAR CV4100  
1928 "FRANKLIN LAKES" CACV2  
FULL DOME COACH: #521 (J.LADD)  
CACV 13 DINER CAR

VEHICLE SCHEDULE

YEAR & MAKE	VEHICLE ID#
1958 PETTIBONE ULLIKEN(NJ)	1604
1981 CHEV IMPALA(NJ)	2GC0C24T3B1205664
1963 WILLY JEEP(U)	143766
1977 FORD TRUCK(C)	F37SEY60318
1972 INTERNATIONAL TRACTOR (G)	707911G471488
1979 FORD P/U W/HI-RAILS(C)	OF25BCEH2077
1979 FORD P/U W/HI-RAILS(PA)	F25BCEG9901
1973 FORD TRACTOR W/BACKHOE(U)	C351717
1979 FORD P/U(C)	X15GKFB2055
73 CHEV DUMP(NJ)	CCE673V125514
75 CHEV VAN(NJ)	CCQ155U111
1980 OLDS DELTA 88 (NJ)	3L69NAX175905
1977 FORD(NJ)	E01HBAE1950
1978 FORD(NJ)	F26HEBE4170
1980 OLDS DELTA 88 (NJ)	3N69NAU171955

SCHEDULE P  
CONTRACTOR'S EQUIPMENT

1983 TAMPER MDL ESTR130AG  
1982 BRUSH CUTTER  
ELECTROMATIC TAMPER  
TAMPER BALLAST EQUALIZER  
1976 KERSHAW TIE CRANE  
1977 KERSHAW TIE CRANE  
NORDBERG HYDRA SPIKE  
1954 AMERICAN HORST DIESEL CRANE  
1981 LORAM TIE INSERTER  
1973 BANTAM GRADER  
1971 HOLMES CRANE (M. LEWIS)  
1958 PETTIRONE MULLIKEN SPEED SWING  
1973 FORD TRACTOR  
1981 DITCH WITCH  
1941 RUSSELL SNOW PLOW NYS&W71 (D.WINDSOR)  
1942 RUSSELL SNOW PLOW NYS&W72 (D.BUTTON)  
RUSSELL SNOW PLOW #FJG 202  
1972 AIR COMPRESSOR(T.SHEPSTONE)  
FOCO MODEL#150 CAPACITY CRANE W/WINCH(T.SHEPSTONE)  
JORDAN SPREADER

LOCOMOTIVE SCHEDULE

1962 GENERAL MOTORS 1800  
1962 GENERAL MOTORS 1802  
1962 GENERAL MOTORS 1804  
1964 ALCO C-420 2002  
1966 ALCO C-420 2000 (WALTER RICH)  
1967 ALCO C-430 #3494-01 3000(EVERTT GILMORE)  
1967 ALCO C-430 #3494-03 3002(RICHARD WHITE)  
1968 ALCO C-430 3004  
1967 ALCO #3494-06 3006  
1967 ALCO #3494-07 3008  
ALCO 100  
ALCO 101  
ALCO 102  
ALCO 103  
ALCO 104 (MORECO)  
ALCO 206  
ALCO 238  
  
ALCO 252  
FLAT CAR GEX4001(T. SHEPSTONE)  
FLAT CAR FJG34064(T. SHEPSTONE)

SCHEDULE A

All Contracts and other agreements to which Debtors are parties to, including, but not intending to limit the generality of the foregoing, all trackage agreements, haulage agreement, interchange agreements, detour agreements, administrative agreement, leases, terminal agreements, license agreements, options including an option agreement with Hackensack Water Company dated November 18, 1980, a longitudinal pipeline agreement with Amerada Hess Corp. dated January 18, 1971, a longitudinal pipeline agreement with Construction Aggregates Corp. dated December 11, 1972, and all other agreements.